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APR - 4 1995

WILSON, SONSINI,
GOODRICH & ROSATI

April 4, 1995

BY HAND

Christopher J. Younger, Esq.
Wilson Sonsini Goodrich & Rosati
650 Page Mill Rd.
Palo Alto, CA 94306

Re: America Online, Inc.

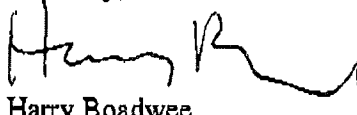
Dear Chris:

Enclosed is a draft, dated today, of an Affiliates Agreement for WAIS shareholders.

Also enclosed are the following documents filed with the SEC by America Online, Inc.: Form 10-K for period ended 6/30/94; Form 10-Q for period ended 9/30/94; Form 10-Q for period ended 12/31/94; Form S-3 dated 3/17/95; Form 8-K dated 1/9/95; Form 8-K dated 2/7/95; Form 8-K dated 2/28/95; Form 8-K dated 3/9/95; Form 8-K/A No. 1 dated 3/9/95; Form 10-C dated 11/22/94; Form 10-C dated 12/5/94; Form 10-C dated 1/3/95; Form S-8 dated 11/15/94; and Form S-8 dated 3/9/95.

Feel free to call with any questions or comments.

Sincerely,



Harry Boadwee

HBB/hbb

Enclosures

cc (encl. Affiliates Agreement):

Sheila Burke, Esq.

Mark C. Stevens, Esq.

DRAFT: April 4, 1995

TO: America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182

Wide Area Information Servers, Inc.
1040 Noel Drive, Suite 102
Menlo Park, CA 94025

WAIS Affiliates Agreement

This WAIS Affiliates Agreement ("Agreement") is being delivered pursuant to Section 4.12 of that certain Agreement and Plan of Reorganization dated as of April __, 1995 (the "Plan"), by and among America Online, Inc., a Delaware corporation ("AOL"), WAIS Acquisition Corp., a California corporation and wholly owned subsidiary of AOL ("Sub"), and Wide Area Information Servers, Inc., a California corporation ("WAIS"). The Plan provides for the merger ("Merger") of Sub with and into WAIS in a transaction in which each share of WAIS Common Stock ("WAIS Common Stock") will be converted into shares of AOL Common Stock, par value \$0.01 per share ("AOL Common Stock") as described in the Plan. Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to them in the Plan.

The undersigned understands that since the Merger will be accounted for as a "pooling-of-interests" and the shares of AOL Common Stock to be issued to the undersigned will be "restricted securities" within the meaning of the Securities Act, and the undersigned is an "affiliate" of WAIS (within the meaning of Rule 145 promulgated by the SEC under the Securities Act ("Rule 145")), the shares of WAIS Common Stock or AOL Common Stock received in exchange for the WAIS Common Stock which the undersigned owns and any shares which the undersigned may acquire hereafter may be disposed of only in conformity with the limitations described herein.

The undersigned has been informed that the treatment of the Merger as a pooling-of-interests for financial accounting purposes may depend upon the accuracy of certain of the representations and warranties and the compliance with certain of the agreements set forth herein. The undersigned further understands that the representations, warranties and agreements set forth herein will be relied upon by AOL, AOL's stockholders, WAIS, and their respective counsel and accounting firms.

1. The undersigned represents, warrants and agrees as follows:

(a) The undersigned has full power to execute this Agreement and to make the representations, warranties and agreements herein and to perform the undersigned's obligations hereunder.

(b) The undersigned is the beneficial owner of the shares of WAIS Common Stock and options to purchase WAIS Common Stock indicated on the last page hereof (collectively, the "WAIS Securities"). Except for the WAIS Securities, the undersigned does not beneficially own any shares of WAIS Common Stock or any other equity securities of WAIS, or any options, warrants or other rights to acquire shares of WAIS Stock or other equity securities of WAIS. At the date hereof, the WAIS Securities are, and at all times until the "Expiration Date" (as defined below), the WAIS Securities will be, free and clear of any liens, claims, options, charges or other encumbrances. As used herein, the term "Expiration Date" means the earliest to occur of (i) the publication of the first quarterly financial statements of AOL that include at least 30 days of combined operating results of AOL, Sub and WAIS, or (ii) such time as the Plan may be terminated in accordance with its terms.

2. The undersigned agrees as follows:

(a) At any time prior to the Expiration Date, without the prior written consent of AOL, the undersigned will not sell, transfer, encumber or dispose of, or offer to sell, transfer, encumber or dispose of, (i) any of the WAIS Securities or (ii) any WAIS Common Stock or other securities of WAIS the undersigned purchases or otherwise acquires after the execution of this Agreement and prior to the Expiration Date (the "New WAIS Securities"). All New WAIS Securities will be subject to the terms of this Agreement to the same extent and in the same manner as if they were WAIS Securities.

(b) Until the Expiration Date, the undersigned will vote the WAIS Securities and any New WAIS Securities in any vote of the WAIS Shareholders, with respect to the matters referred to in (i) or (ii) immediately below, and in every written consent as a WAIS Shareholder solicited with respect to any of the matters referred to in (i) or (ii) immediately below, as follows: (i) in favor of approval of the Plan and the Merger and any matter which could reasonably be expected to facilitate the Merger and (ii) against approval of any proposal made in opposition to or in competition with consummation of the Merger. The undersigned will use reasonable efforts to cause the WAIS Shareholders to approve the Merger. The undersigned will not, directly or indirectly, solicit or encourage any offer from any person or entity concerning the possible disposition of all or any portion of WAIS's business, assets or capital stock by merger, sale or other means in contravention of the Plan.

(c) The undersigned will not, and will not permit any entity under the undersigned's control to, (i) solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act), in opposition to or competition with the consummation of the Merger or otherwise encourage or assist any person or entity in taking or planning any action which would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Plan; (ii) initiate a WAIS Shareholder vote or action by consent of WAIS Shareholders in opposition to or in competition with the consummation of the Merger; or (iii) become a member of a "group"

(as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of WAIS for the purpose of opposing or competing with the consummation of the Merger.

(d) The undersigned hereby (i) gives any consents or waivers which are reasonably required, under the terms of any agreement to which the undersigned and WAIS are parties, for the consummation of the Merger; and (ii) waives or agrees to terminate, immediately after the Effective Time, any liquidation, redemption, anti-dilution, registration rights, information rights, right of first offer, rights of first refusal, observer, co-sale or other similar rights under the terms of the Articles of Incorporation of WAIS or any other agreement in effect between WAIS and its shareholders immediately prior to the Effective Time (the "Terminated Agreements"). The waiver or termination contained in this Section 2(d) shall be applicable immediately after the Effective Time with respect to all holders of WAIS Common Stock holding such rights under the Articles of Incorporation and the Terminated Agreements once copies of this Affiliates Agreement have been executed by WAIS and holders of sufficient shares of WAIS Common Stock (as determined under the terms of the Articles of Incorporation and any Terminated Agreement) to amend such Articles of Incorporation or Terminated Agreement.

(e) The undersigned will execute and deliver any additional documents necessary or desirable, in the opinion of WAIS or AOL, to carry out the intent of this Agreement.

(f) The undersigned will not sell, transfer or otherwise dispose of any shares of AOL Common Stock, or any option, right or other interest with respect to AOL Common Stock which the undersigned might acquire in connection with the Merger or any securities which may be paid as a dividend thereon or with respect thereto or issued or delivered in exchange or substitution therefor (collectively, the "Restricted Securities") or any securities of WAIS, or offer or agree to sell, transfer or otherwise dispose of, or in any other way reduce the undersigned's risk or ownership or investment in, any Restricted Securities or other securities of AOL: (i) in the 30-day period immediately preceding the Effective Time; or (ii) after the Effective Time until AOL shall have publicly released its combined audited financial results of AOL, Sub and WAIS for a period of at least 30 days of combined operations of AOL, Sub and WAIS (provided, however, that nothing in this paragraph will be deemed to prohibit charitable contribution of such securities without consideration to transferees who agree to all of the restrictions in this Agreement).

(g) The undersigned has no intention or plan to sell, exchange or otherwise dispose of the AOL Common Stock to be received by the undersigned in the Merger such that the undersigned would retain a continuing interest through stock ownership in WAIS that is equal in value, as of the Effective Time, to less than 50% of the value of all formerly outstanding stock of WAIS that was held by the undersigned.

(h) The undersigned acknowledges that the undersigned is aware that the United States securities laws prohibit any person who has received from an issuer (such as AOL) any material non-public information (such as information concerning the Merger) from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or

sell such securities, until such information becomes publicly available. The undersigned covenants to comply with such laws.

3. The undersigned also understands that stop transfer instructions will be given to AOL's transfer agent with respect to certificates evidencing the Restricted Securities and that there will be placed on the certificates evidencing the Restricted Securities a legend stating in substance (in addition to any other legends required by law or contract):

"THE SECURITIES REPRESENTED HEREBY MAY ONLY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN ACCORDANCE WITH THE TERMS OF AN AFFILIATES AGREEMENT BETWEEN THE REGISTERED HOLDER THEREOF AND AMERICA ONLINE, INC. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

After release of the report described in Section 2(f) hereof, certificates evidencing Restricted Securities delivered at or after the Effective Time, may, at the undersigned's election in connection with a proposed transfer, be surrendered for cancellation and reissuance with a legend referencing the Rule 145 restrictions applicable to such shares. AOL agrees that such stop transfer instructions and legends will be promptly removed in connection with a proposed transfer if the provisions of this Agreement and the Securities Act are complied with.

4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but except as otherwise specifically provided, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without prior written consent of the other.

6. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

7. The undersigned acknowledge that AOL, Sub and WAIS will each be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of the undersigned set forth herein. Therefore, it is agreed that, in addition to any other remedies which may be available to AOL, Sub or WAIS upon any such violation, AOL, Sub and WAIS shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available at law or in equity.

8. This Agreement shall be governed by, construed and enforced in accordance with, the internal laws of the State of California, without regard to its rules regarding conflict of laws.

9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

10. This Agreement may be executed in several counterparts, each of which shall be an original as regards the party whose signature appears thereon, and all of which together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date set forth below.

Number of WAIS Securities
beneficially owned by the undersigned:

WAIS Common Stock

Options to purchase WAIS Common Stock

Date: As of March 17, 1995

Very truly yours,

(Print name)

Signature

Agreed to and accepted:

AMERICA ONLINE, INC.

By: _____

Name: _____

Title: _____

WIDE AREA INFORMATION SERVERS, INC.

By: _____

Brewster Kahle
President

[SIGNATURE PAGE TO WAIS AFFILIATES AGREEMENT]

WILSON, SONSINI, GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304-1050

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(415) 493-9300

FAX
(415) 493-6811

Telex - 345500
WILSON PLA

Senders' Direct Fax:
(415) 496-4085

ORIGINAL:

☒ WILL NOT FOLLOW☐ WILL FOLLOW VIA MAIL☐ WILL FOLLOW VIA COURIER**TELECOPY COVER SHEET**

TO: Mr. Brewster Kahle ON: April 4, 1995 at _____
(Date) (Time)
FIRM: WAIS, Inc. CLIENT NO.: 15123.0047
CITY/STATE: San Francisco, CA CLIENT NAME: WAIS, Inc.
OFFICE #: 415-617-0444 WSGR OPERATOR: _____

TELECOPY #: 415-356-5444
ATTENTION: USE THIS FAX NO. ONLY

☒ ATTENTION: NOTIFY
RECIPIENT
BEFORE
SENDING

FROM: Christopher J. Younger Ext. 4543 LOCATION: PC 1-1

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: _____

IF YOU DO NOT RECEIVE THE ENTIRE DOCUMENT

PLEASE CONTACT THE WSGR OPERATOR AT (415) 493-9300, Ext. 3173

MESSAGE:

Please see attached.

THE DOCUMENTS ACCOMPANYING THIS TELECOPY TRANSMISSION CONTAIN INFORMATION FROM WILSON, SONSINI, GOODRICH & ROSATI AND ARE FOR THE SOLE USE OF THE ABOVE INDIVIDUAL OR ENTITY, AND MAY BE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER LAW. ANY OTHER DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE IF YOU ARE NOT THE INTENDED RECIPIENT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS. WE WILL REIMBURSE YOUR REASONABLE PHONE AND POSTAGE EXPENSES FOR DOING SO.

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